

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

TRAILER BRIDGE, INC.  
**Plaintiff**

**v.**

PAPELERA PUERTORRIQUENA, INC.;  
JOSE J. RIOS-ORTIZ; and  
MARIANGIE RIOS-ORTIZ  
**Defendants**

**Civil No. 2015cv1316**

**In Admiralty**

**COMPLAINT**

**TO THE HONORABLE COURT:**

**COMES NOW** Plaintiff, Trailer Bridge, Inc., through its undersigned attorney, and with utmost respect states, alleges, and prays:

**I. JURISDICTION**

1. This is an action in admiralty and maritime jurisdiction as hereinafter more fully appears. This Honorable Court has jurisdiction pursuant to 28 U.S.C. §§ 1333 and 1337, and pursuant to Rule 9(h) of the Federal Rules of Civil Procedure.

**II. THE PARTIES**

2. Plaintiff, Trailer Bridge, Inc., ("Trailer Bridge") is a corporation organized and created under the laws of the state of

Florida and registered at the Puerto Rico Department of State as a foreign corporation.

3. Papelera Puertorriqueña, Inc. ("Papelera") is a corporation organized and existing under the Laws of the Commonwealth of Puerto Rico with offices located at Fernando L. Ribas Dominicci Ave., Km 1.8, Utuado, Puerto Rico.

4. On information and belief, at all times relevant to this action, defendant Jose J. Ortiz-Rios ("Jose Ortiz"), was a United States citizens residing in this district, and a principal of Papelera.

5. On information and belief, at all times relevant to this action, defendant Mariangie Ortiz-Rios ("Mariangie Ortiz"), was a United States citizens residing in this district, and a principal of Papelera.

### **III. FACTUAL ALLEGATIONS**

6. Trailer Bridge is a common and contract ocean carrier engaged in the transportation of cargo between Jacksonville, Florida, and San Juan, Puerto Rico, under applicable tariff, is therefore a water carrier in noncontiguous domestic trade, as those terms are defined in 49 U.S.C. § 13102(3) and (17).

7. Trailer Bridge received and transported various containers of cargo consigned to Papelera for shipment from Jacksonville, Florida, to San Juan, Puerto Rico. (See **Exhibit 1**)

8. Amounts totaling \$55,484.00 currently remain unpaid on the ocean freight invoices referenced in the preceding paragraph.

9. According to the Trailer Bridge's tariff outlining the contractual obligations of Trailer Bridge and the defendants, the shipper, consignee, consignor, holder of the Bill of Lading, owner of the goods and principals of said liable parties are jointly and severally liable to the Trailer Bridge for the payment of all freight, demurrage, general average, collection costs, and attorneys' fees, for the amount referenced in paragraph 8 herein.

**WHEREFORE**, plaintiff Trailer Bridge prays for judgment jointly and severally against the Defendants in the amount of \$55,484.00 for ocean freight, plus \$19,419.40 for the cost of collection, including attorneys' fees and costs as provided by contract, tariff, statute and/or rule and interest, all subject to adjustment, and for such other relief as the Court deems just and proper.

**RESPECTFULLY SUBMITTED** In San Juan, Puerto Rico, this 27<sup>th</sup> day of March, 2015.

By: S/Alberto J. Castañer  
**Alberto J. Castañer**  
USDC-PR No. 225706

**CASTAÑER LAW OFFICES PSC**  
Maramar Plaza  
101 Ave San Patricio, Ste 1110

Guaynabo, PR 00968  
Tel. (787) 707-0802  
Fax: (888) 227-5728  
E-mail: [alberto@castanerlaw.com](mailto:alberto@castanerlaw.com)